

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-11-61095

HUD# 07-11-0707-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DES MOINES REGENCY MANOR, LLC

3000 South Scott Street

Des Plaines, IL 60018

TERI MAGNANI

7085 Bloomfield RD

Des Moines, Iowa 50320

COMPLAINANT

CLARENCE BROWN

PO Box 4731

Des Moines, Iowa 50305

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant Clarence Brown alleged Respondents discriminated against him by threatening to evict him due to his sex and gender identity. On June 28, 2011, Respondent Teri Magnani told Complainant other residents had complained about his appearance (dressing as a woman) and told him to move out. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property located at 7085 Bloomfield Road, Lot 237, Des Moines, IA 50320.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant, Complainant's mother, Mary W. Brown, Complainant's nephew, Joshua B. Brown or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or

assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree not to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with that dwelling on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b); Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

6. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree Teri Magnani will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

11. Respondents agree Teri Magnani will receive sensitivity training on sexual orientation and transgendering within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Relief for Complainant

12. Respondents agree to remove their June 30, 2011 "Violation Notice" from Complainant's tenant file and send Complainant a letter documenting it has been removed. Respondents also agree to send a copy of the letter to the Commission, verifying such, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

13. Complainant contends Respondents are currently tapping into Complainant's electrical source to power three street light located on the road that runs parallel to Complainant's trailer. Respondents agree to disconnect the three street lights from Complainant's power source within 14 days of their receipt of a Closing Letter from the Commission.

Respondents also agree to send documentation to the Commission, verifying the street light has been disconnected from Complainant's power source, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of disconnecting the street light.

14. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees he will follow the terms of his lease agreement and all the Respondents' rules and regulations. Respondents agree that Complainant has the right to self-identify and express and present his masculinity and/or femininity while living at Des Moines Regency Manor, LLC.

Respondents agree if Complainant has any issues that cannot be resolved directly with Respondent Teri Magnani, Complainant can contact James Soboleski at the corporate office at 847-824-9270.

Signatures on Following Page (Page 5)

Des Moines Regency Manor, LLC, RESPONDENT

Date

Teri Magnani, RESPONDENT

Date

Clarence Brown, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION